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KAREN BLAIR  
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August 5, 2015

Mr. Mark Carter  
Carter Off Road Park, LLC  
23201 Interstate 30  
Bryant, AR 72022

Re: Notice

Dear Mr. Carter,

I represent Mark and Kathy Riable and Panther Creek Farms.

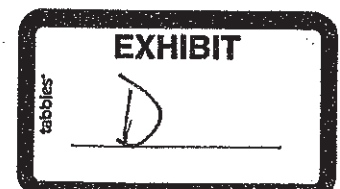
It is my understanding that you have already purchased or are in the process of purchasing a 40 acre tract that abuts my clients' property. I am aware that your agents have previously made trails on the Bale property and the Johnson property. Please accept this as formal notice to you, your agents and your invitees to refrain from entering upon, encroaching upon and or damaging my clients property in any way. My clients have trails on the boundaries of their property already. Please be advised that you and your agents are strictly prohibited from entering upon my clients trials at any time.

If you, your agents, or your invitees violate the prohibitions set forth above, my clients will hold you personally liable.

Additionally, please be advised that you are required to file a zoning petition with the City of Little Rock before you engage in any commercial activity whatsoever on the subject property. Of course, the zoning application must be approved by the City of Little Rock before you are permitted to engage in any commercial activity.

Further, please be advised of your requirement to comply with ADEQ Regulation 33. I have enclosed a copy of the regulation for your convenience. As you can see, you are required to and apply for a permit and obtain approval from ADEQ prior to any activities being commenced on the property.

Finally, you, your agents and invitees are hereby notified that any trespass and or disturbance of the peace is strictly prohibited and shall not be tolerated by the surrounding properties owners.



IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
\_\_\_\_ DIVISION

PANTHER CREEK FARM

PLAINTIFF

VS.

CASE NO.: \_\_\_\_\_

CARTER OFF ROAD PARK, LLC and  
MARK CARTER, Individually

DEFENDANTS

**VERIFIED COMPLAINT FOR EMERGENCY INJUNCTIVE RELIEF AND  
MONEY DAMAGES**

Plaintiff, by and through counsel, for its Verified Complaint against Defendants states:

1. Plaintiff Panther Creek Farm is a duly authorized fictitious name for Mark Riable LTD, which is organized under and in good standing in the state of Arkansas. Panther Creek Farm is comprised of approximately 200 acres and individuals Mark and Kathy Riable reside on the property. The property was purchased in 2005.
2. Defendant Carter Off Road Park, LLC is a limited liability company organized under and doing business pursuant to the laws of the state of Arkansas.
3. Mark Carter (Carter) is an individual believed to be a resident of Pulaski County, Arkansas. Mark Carter owns and operates Carter Off Road Park, LLC which includes property in both Pulaski and Saline Counties.

Part of the Carter off road park, approximately one half (1/2) mile, is adjacent to Panther Creek Farm. Carter has recently built a race track, cabins, concession area and stage as well as other construction.

4. On its website, Carter Off Road Park states that its address is 7498 Anderson St, Alexander, AR 72002. However, the park consists of more than 1,000 acres of land and the vast majority of the property sits in Pulaski County, Arkansas.

5. Jurisdiction and venue are proper with this Court.

6. Carter has a history of failing to seek required appeals and ignoring zoning and permit requirements. Upon information and belief Carter built a bridge across Fouché Creek without seeking the property authority or permit from the Corp of engineers and built a dam to create a lake without seeking a permit from the Arkansas Department of Natural Resources.

7. Carter is now operating a mud race track under the name Carter Off Road Park. Carter advertises his park as a "racing" facility. Carter permits the park operate at all hours of the day and night. Carter permits ATVs, trucks and other racing and mud vehicles to run and race on his property at any time and on any day of the week and permits overnight camping with no restriction as to nighttime off road vehicle driving, discharging firearms, consumption of alcohol or any other activities. Most of the vehicles that race do not have mufflers or have modified mufflers that are extremely loud and can be heard from miles away. Mr. Carter charges a daily fee for allowing such vehicles to ride and race on his property. Attached hereto as Exhibit "A" is a copy of the Carter Off Road Park Participant Release.

8. Carter operates heavy machinery on and around his property. He has damaged the surrounding landowners property, bull-dozed trees down, created dust issues for neighbors, caused great and disturbing noise for the surrounding property owners and caused pollution and sedimentation of Fourche Creek - which is a protected area.

#### **COUNT I - REGULATION 33**

9. Carter's Off Road Park is a racing facility and is operated as such. The park is subject to and governed by Arkansas Department of Environmental Quality

Regulation 33. This regulation requires as follows: "For proposed facilities located within three (3) miles of more than one county, at least seventy-five percent (75%) of the property owners and seventy-five percent (75%) of the registered voters within three (3) miles of the outside boundary of the proposed motor vehicle racing facility in each county must consent and sign the petition." See Regulation 33.301 (A) and the full regulation attached hereto as Exhibit "B."

10. Carter is operating a motor vehicle racing facility. Carter's racing park is situated on both Pulaski and Saline Counties. Thus Carter is subject to the quoted section above and has been notified as such. See attached hereto as Exhibit "C" a copy of a notice letter dated July 30, 2015 from ADEQ and a separate notice from plaintiff attached as Exhibit "D."

11. Despite being subject to and on notice of Regulation 33, Carter has failed and refused to comply with Regulation 33. To plaintiff's knowledge, defendants have not filed any application with ADEQ seeking permission to operate his off road racing park. Likewise, defendants have not sought permission of the surrounding landowners.

12. Plaintiff is entitled to and hereby seeks temporary emergency injunction and permanent injunction that would enjoin defendants from operating the off road racing park and mud track until approved by ADEQ, the city of Little Rock and this Court.

Alternatively, if defendants are not enjoined, plaintiff requests that defendants be placed on and subject to the following restrictions:

a. Hours of operation limited to 8am til 8pm Sunday through Thursday and 8am til 10pm Friday and Saturday; No vehicles that exceed a certain decibel level (i.e. no vehicles without exhaust systems or straight headers); the dirt roads must be watered and

maintained so as to prevent the surrounding properties from being dusted; no firing of guns or weapons on the property at any time; that the park boundaries be clearly marked and fenced to prevent encroachment on neighboring properties; Carter patrons put on notice by Carter not to leave the park boundaries and that Carter should provide for the park to be patrolled to prevent patrons from leaving the park and trespassing onto neighboring property, operating noisy vehicles or operating vehicles outside of the proper hours.

## **COUNT II - CITY PERMIT**

13. The subject property is also subject to the City of Little Rock's extra-territorial jurisdiction. Thus, defendants are required to apply and obtain a permit before operating a business such as an off-road racing park and mud track. Defendants have failed and refused to apply for any such permit. See Exhibit "E" notice from the City of Little Rock to seek proper zoning approval and to cease activities pending approval.

14. Plaintiff is entitled to and hereby seeks temporary emergency injunction and permanent injunction that would enjoin defendants from operating the off road racing park and mud track until approved by ADEQ, the city of Little Rock and this Court. Alternatively, if defendants are not enjoined, plaintiff requests that defendants be placed on and subject to the following restrictions:

a. Hours of operation limited to 8am til 8pm Sunday through Thursday and 8am til 10pm Friday and Saturday; No vehicles that exceed a certain decibel level (i.e. no vehicles without exhaust systems or straight headers); the dirt roads must be watered and maintained so as to prevent the surrounding properties from being dusted; no firing of

guns or weapons on the property at any time; that the park boundaries be clearly marked and fenced to prevent encroachment on neighboring properties; Carter patrons put on notice by Carter not to leave the park boundaries and that Carter should provide for the park to be patrolled to prevent patrons from leaving the park and trespassing onto neighboring property, operating noisy vehicles or operating vehicles outside of the proper hours.

### **COUNT III - NUISANCE AND QUIET ENJOYMENT OF PROPERTY**

15. As currently operated, the off road park and racing track constitutes a nuisance and directly impedes and prevents plaintiff's proper and effective use and enjoyment of its property. The noise, dust, pollution and encroachment onto neighboring property by Carter and his patrons is a nuisance. The Arkansas Supreme Court has defined "nuisance" as "conduct by one landowner that unreasonably interferes with the use and enjoyment of the lands of another and includes conduct on property that disturbs the peaceful, quiet, and undisturbed use and enjoyment of nearby property." *Goforth v. Smith*, 338 Ark. 65, 79, 991 S.W.2d 579, 587 (1999).

16. According to defendants advertising, defendants are planning an event on September 18, 19 and 20, 2015. The event is expected to host thousands of patrons. This event will exponentially increase the nuisance impact on plaintiff and surrounding neighbors. To plaintiff's knowledge, defendants have not sought approval from ADEQ, the city of Little Rock or any other authority to have this event beginning September 18, 2015.



17. Plaintiff and surrounding neighbors will sustain irreparable harm if defendants are permitted to continue to operate the park and especially if they are permitted to host this event on September without obtaining approval from ADEQ, the City of Little Rock and all other required authorities. Plaintiff is entitled to and hereby seeks temporary emergency injunction and permanent injunction that would enjoin defendants from operating the off road racing park and mud track until approved by ADEQ, the city of Little Rock and this Court.

Alternatively, if defendants are not enjoined, plaintiff requests that defendants be placed on and subject to the following restrictions:

a. Hours of operation limited to 8am til 8pm Sunday through Thursday and 8am til 10pm Friday and Saturday; No vehicles that exceed a certain decibel level (i.e. no vehicles without exhaust systems or straight headers); the dirt roads must be watered and maintained so as to prevent the surrounding properties from being dusted; no firing of guns or weapons on the property at any time; that the park boundaries be clearly marked and fenced to prevent encroachment on neighboring properties; Carter patrons put on notice by Carter not to leave the park boundaries and that Carter should provide for the park to be patrolled to prevent patrons from leaving the park and trespassing onto neighboring property, operating noisy vehicles or operating vehicles outside of the proper hours.

18. Pursuant to Arkansas Code Annotated section 16-60-102, Plaintiff seeks and is entitled to treble damages for trespass, destruction of trees, damages for destruction of property, for air, water and noise pollution and sedimentation if Fourche Creek.

19. Further, plaintiff is entitled to and hereby seeks damages for the diminished value of its property as a direct and proximate result of the general nuisance, noise and dust caused by defendants off road racing park and mud track. Plaintiff seeks judgment of and from defendants in an amount to be determined at trial excess of the minimum amount required for diversity of citizenship jurisdiction in federal court.

20. Plaintiff seeks his attorneys fees and costs expended in pursuing this action.

21. Plaintiff seeks a bench determination as to the preliminary injunction and plaintiff seeks a jury trial on its remaining claims.

WHEREFORE, Plaintiff moves and prays for injunctive relief; for restrictions on defendants; judgment against defendants in an amount to be determined at trial in excess of the minimum amount required for diversity of citizenship jurisdiction in federal court; for Court costs and attorney's fees; for pre and post judgment interest; that the Defendants be held jointly and severally liable; for the right to amend and plead further and for all other just and proper relief to which it is entitled.



VERIFICATION

I, Mark Riable, state on oath and affirm the foregoing to be true and accurate to the best of my knowledge information and belief.



Mark Riable, agent for Plaintiff

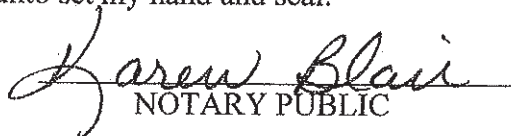
STATE OF Arkansas  
COUNTY OF Pulaski

SUBSCRIBED AND SWORN TO before me, a Notary Public, on the 15<sup>th</sup> day of September, 2015 the above noted Mark Riable appeared before me and stated that he had executed said document for the purposes therein stated

IN WITNESS WHEREOF, I hereunto set my hand and seal.

MY COMMISSION EXPIRES:

07/19/2017

  
NOTARY PUBLIC

Respectfully submitted:



Danny R. Crabtree (2004006)  
Attorney at Law  
114 S. Pulaski  
Little Rock, AR 72201  
(501) 372-0080



DEPARTMENT OF PLANNING & DEVELOPMENT  
723 WEST MARKHAM STREET LITTLE ROCK, ARKANSAS 72201

# COURTESY NOTICE

THIS FINAL NOTICE IS ISSUED TO

CARTER OFF ROAD PARK (MARK CARTER)

as official notice that the property at LAND SOUTH OF RAINES JAIL  
violation of the **LITTLE ROCK CODE OF ORDINANCES SECTION(S)** 36-254(6) <sup>Address</sup> 1 <sup>City</sup> Little Rock

As confirmed by an investigation of the premises on 5/15/14  
<sup>Date</sup>

You are hereby directed to comply with this ordinance by: CEASE OPERATING IN  
IN R2 RESIDENTIAL ZONE ONLY ONE SINGLE FC  
IS PERMITTED

A period of 7 day(s) is granted to provide you with the opportunity to take the corrective action necessary, or file for a variance or appeal where applicable.

If you have any questions in regard to this notice, please call me at 371-4844

May 15, 2015  
DATE

Pat McAllister  
ENFORCEMENT OFFICER

DRAFT

**CARTER OFF ROAD PARK PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT**

I understand and acknowledge the operations of motorcycles, all-terrain vehicles, trucks, cars, racing machines of any kind, concerts, and all other activities of any kind that might be engaged in as a participant, spectator, or guest at the recreational park commonly known as CARTER OFF ROAD PARK, LLC located at \_\_\_\_\_, Alexander, Arkansas 72 \_\_\_\_\_ ("CARTER OFF ROAD PARK") bear certain anticipated and unanticipated risks, which could result in serious bodily injury, death, illness or disease, and/or physical or mental damage to myself, my property, or to spectators or to other third parties. Being aware of these risks, **I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, DISEASE, AND/OR DAMAGE TO MYSELF, OR TO OTHERS, AND TO MY PERSONAL PROPERTY OR THE PERSONAL PROPERTY OF OTHERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY OF RACING, RIDING, SPECTATING, OR ENGAGING IN ANY OTHER ACTIVITY WHILE ON THE PREMISES OF CARTER OFF ROAD PARK.**

I acknowledge that my participation in any activity at CARTER OFF ROAD PARK is purely voluntary; no one is forcing me to participate, and I am well aware of the risks. I further acknowledge that if I am participating in any activity at CARTER OFF ROAD PARK or merely on the premises, that doing so is an inherently dangerous activity. I also understand that Carter Off-Road Park, Inc., individually and not acting in concert with one another (collectively, the "CARTER ENTITIES") and any members, managers, employees and agents of the CARTER ENTITIES, and sponsors, volunteers, security personnel, or employees, make no express or implied representation as to the conditions of the land, any roads, fences, building, gates, or other improvements to the land at CARTER OFF ROAD PARK. I also understand that I may be exposed to other dangerous conditions, risks, and hazards at CARTER OFF ROAD PARK including, but not limited to, poisonous snakes, insects, spiders, water hazards, tree limbs, other persons, erosion and general conditions of the land, both on and off roadways, which may create hazardous driving and walking conditions. Animals that I may encounter, both wild and domestic, may be diseased and/or potentially dangerous. I may also encounter diseased water, other persons with all-terrain vehicles, security personnel, and similar such risks, hazards, and dangers on or off CARTER OFF ROAD PARK property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS THAT I MAY BE EXPOSED TO AT CARTER OFF ROAD PARK.

As partial consideration for the right to enter CARTER OFF ROAD PARK and engage in the activities described above, I HEREBY VOLUNTARILY RELEASE, FOREVER AGREE TO HOLD HARMLESS, AND INDEMNIFY THE CARTER ENTITIES, SECURITY PERSONNEL, SPONSORS, THEIR MEMBERS, MANAGERS, AGENTS AND EMPLOYEES, THEIR OWNERS, AND/OR ANY AND ALL OF THE PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, RIGHTS OF ACTION, AND CAUSES OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT CARTER OFF ROAD PARK, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENT ACTS OR OMISSIONS OF THE CARTER ENTITIES, THEIR MEMBERS, MANAGERS, SECURITY PERSONNEL, SPONSORS, AGENTS OR EMPLOYEES, VOLUNTEERS, ANY OWNERS OF THE CARTER ENTITIES OR CARTER OFF ROAD PARK, AND ANY AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES AND FOR ANY AND ALL INJURIES, DEATH, ILLNESS, DISEASE, AND/OR DANGER TO MYSELF, TO OTHERS, TO MY PERSONAL PROPERTY, OR TO THE PERSONAL PROPERTY OF OTHERS.

**IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE AND RELEASE THE CARTER ENTITIES, SECURITY PERSONNEL, AND SPONSORS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, INVITEES, EMPLOYEES, LAND OWNERS, VOLUNTEERS, AND ALL PERSONS OR ENTITIES CONTRACTING WITH THE CARTER ENTITIES FROM ANY LIABILITY FOR ANY DAMAGES CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF OTHERS, OR NEGLIGENCE OF THE CARTER ENTITIES, THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES, VOLUNTEERS, AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES.**

I understand that by indemnifying THE CARTER ENTITIES AND OTHER PARTIES NAMED ABOVE should it become necessary for THE CARTER ENTITIES AND OTHER PARTIES NAMED ABOVE, or someone on their behalf, to incur attorney's fees for any costs or expenses to enforce the terms of this Agreement and Release, or any portion thereof, I agree to pay THE CARTER ENTITIES' reasonable costs, expenses and attorney's fees arising there from.

This release, discharge, and indemnification is voluntarily given by me and shall extend to and for the benefit of any individual, corporation, partnership, sponsor, or other entity associated with, contracting with, or affiliated with THE CARTER ENTITIES, their operations, the CARTER OFF ROAD PARK property, or any entity with which THE CARTER ENTITIES may be affiliated in connection with operations or security on the CARTER OFF ROAD PARK property in any capacity, including but not limited to, as a partner, landowner, volunteer, employee, contractor, security personnel, member, manager, employee, representative, agent, or otherwise.

I acknowledge, by executing this Agreement and Release and paying the required entry fee(s), I become a member of CARTER OFF ROAD PARK and in consideration thereof, I HEREBY RELEASE THE CARTER ENTITIES, THEIR SPONSORS, MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, GUESTS, CONTRACTORS, VOLUNTEERS, AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER OFF ROAD PARK ENTITIES TOGETHER WITH ANY AND ALL LANDOWNERS, FROM ANY INJURY OR DAMAGE WHICH MAY RESULT FROM THE NEGLIGENT ACT, ERRORS, OR OMISSIONS OF ANY PERSON AND/OR ENTITY WHILE I AM ON THE PREMISES OF CARTER OFF ROAD PARK.

I further certify that I have sufficient health, accident, and liability insurance to cover bodily injuries or property damage I may incur or cause while participating in any activity at CARTER OFF ROAD PARK and hereby agree to cover any bodily injury or property damage caused to or by a third party as a result of my participation in the activities described above or presence in CARTER OFF ROAD PARK. I agree to abide by and follow all rules of CARTER OFF ROAD PARK. If I have no insurance, I certify that I am capable of personally paying for any and all such costs, expenses and/or liability.

I understand that the CARTER ENTITIES, sponsors, booth exhibitors, or others who for promotional purposes, collect names and addresses in connection with admission registration or registration for events, competitions or drawings, may use my contact information for sending me promotional material or notification of future events. I hereby give permission for such use. I understand that the laws of Arkansas apply to this Agreement. I agree not to consume alcoholic beverages at Carter Off Road Park, and further, not to operate a motorcycle, all-terrain vehicle or other motor vehicle while impaired, intoxicated or under the influence of any drugs.

**I HEREBY AGREE TO PROTECT, DEFEND, AND INDEMNIFY THE CARTER ENTITIES, AND THEIR MANAGERS, MEMBERS, OWNERS, AGENTS, EMPLOYEES, AFFILIATES OR ANY PERSONS OR ENTITIES ASSOCIATED THEREWITH, INCLUDING SECURITY PERSONNEL, FROM ANY ACTIONS, RIGHTS OF ACTIONS, CLAIMS OR CAUSES OF ACTIONS THAT MAY ARISE OUT OF MY OPERATION OF A MOTORCYCLE, ALL TERRAIN VEHICLE OR OTHER MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICANT. THIS INDEMNIFICATION SHALL EXTEND THROUGH DEPARTURE FROM CARTER OFF ROAD PARK, TO INCLUDE ARRIVAL AT MY DESTINATION, OR 24 HOURS, WHICHEVER SHALL OCCUR FIRST.**

If any provision of this Agreement and Release is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

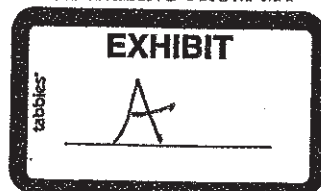
**I WAIVE MY RIGHT TO A JURY TRIAL FOR ANY ISSUES BETWEEN MYSELF AND THE PARTIES NAMED ABOVE ARISING FROM MY PRESENCE OR PARTICIPATION AT CARTER OFF ROAD PARK.**

BY SIGNING THIS FORM I AGREE TO ALL OF THE ABOVE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Dependents: \_\_\_\_\_



PRINT NAME \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Driver's License No. \_\_\_\_\_

State of Issue: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email address: \_\_\_\_\_

EMERGENCY CONTACT NAME AND NUMBER: \_\_\_\_\_